

**RECEIVED**

OCT 03 2002  
KENNETH J. MURPHY, Clerk  
DAYTON, OHIO  
CARGILL, INC., et al.,

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION

OCT - 9 2002  
FILED  
KENNETH J. MURPHY  
CLERK  
02 OCT -4 PM 2:34

U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION  
DAYTON

Plaintiffs,

Case No. C-3-98-3601

v.

Judge Algenon L. Marbley

ABCO CONSTRUCTION, et al.,

Magistrate Judge Michael R. Morz

Defendants.

---

**ORDER**

---

Upon consideration of Plaintiffs' Motion to Dismiss "Settling Defendants" and "RI/TS Settlers" Without Prejudice, and for good cause shown, the Court finds said Motion to be well-taken.

It is ORDERED that the following "Settling Defendants" and "RI/TS Settlers" be immediately dismissed without prejudice from this litigation, and that all past, present and future counterclaims, cross-claims and other claims relating to the NSL Site, including any claims which have been or which could be made against the Settling Defendants by any person, whether a party to this action or not, except as specifically stated otherwise in the Global Settlement Agreements for reopener claims, toxic tort claims, and natural resource damages claims, shall be discharged and/or barred:

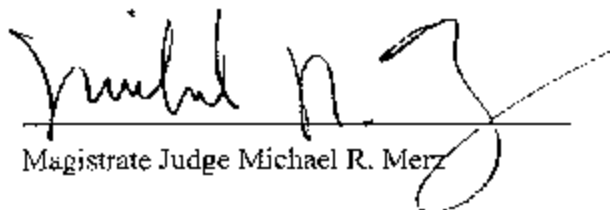
1. Miami-Cast, Inc.;
2. Carcy Paving Co., Inc.;
3. Cemex, Inc., as successor to Southwestern Portland Cement Co.;

532

4. The Children's Medical Center, Dayton, Ohio;
5. Fryman-Kuck General Contractors;
6. Homewood Corporation;
7. Ideal Company, Inc., d.b.a. F&M Contractors;
8. Joe Becks & Associates, Inc.;
9. LDI, Ltd., successor to U.S. Corrugated Fibre Box Co.;
10. Oberer Development Co.;
11. Pepsi-Cola General Bottlers of Ohio, Inc.;
12. Williams Bros. Roofing & Siding Co., Inc., f.k.a. Williams Brother Roofing;
13. Shook, Inc.;
14. Dayton Door Sales, Inc.;
15. Coca-Cola Enterprises, Inc.;
16. C&N Industrial Maintenance (a.k.a. C&N Industrial Contractors, Inc.;
17. Tomkins Industries, Inc. (a.k.a. Philips of Texas);
18. Turner Construction Company;
19. Kmart Corp.;
20. MWC Inc. (f.k.a. Megacity Warehousing Center, Inc.); and
21. Dayton Hard Chrome.

In addition, all cross-claims made by and against these defendants are also dismissed without prejudice.

**IT IS SO ORDERED.**

  
Magistrate Judge Michael R. Merz

AUG -9 1999

FILED

AUG 05 1999

1999 AUG -5 P 1:55

LEVIN & HLUCHAN, P.C.

BY: GLENN A. HARRIS (GH0919)

JULIE L. SPOSITI (JS6927)

1101 Laurel Oak Road, Suite 100

Voorhees, New Jersey 08043

(856) 627-8555

Attorneys for Plaintiff, Global Landfill Agreement Group

AT 8:30

WILLIAM T. WALSH  
CLERK

M

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY  
NEWARK VICINAGE

GLOBAL LANDFILL AGREEMENT  
GROUP,

Plaintiff,

v.

280 DEVELOPMENT CORPORATION,  
et al.,

Defendants.

ENTERED

on  
THE DOCKET 8/9/99  
on  
WILLIAM T. WALSH, CLERK  
(Deputy Clerk)

CIVIL ACTION  
NO. 96-5338 (NHP)

STIPULATION OF DISMISSAL  
WITH PREJUDICE AND  
ORDER OF SETTLEMENT

Plaintiff Global Landfill Agreement Group (the "Agreement Group") and those defendants listed on Appendix 1-A (Settlement Group 1-A) and on Appendix 1-B (Settlement Group 1-B) stipulate and agree as follows:

1. This Stipulation of Dismissal with Prejudice and Order of Settlement is effective solely as to the Agreement Group, on behalf of themselves and all persons who have assigned contribution rights to the Agreement Group in connection with the Global Landfill Site, and Settlement Group 1-A and Settlement Group 1-B, (collectively, the "Parties").

2. By this Stipulation of Dismissal with Prejudice and Order of Settlement the Parties settle claims asserted with respect to each other in the action captioned Global

claims of the members of Settlement Groups 1-A and 1-B against the Agreement Group, shall be dismissed with prejudice.

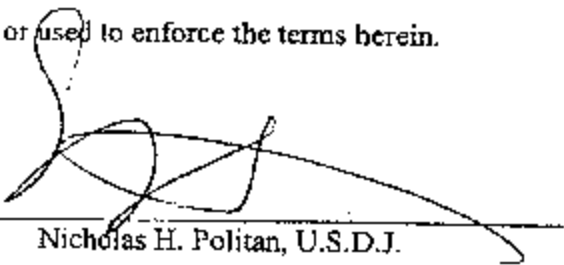
5. This Stipulation embodies a settlement of claims that were contested, denied, and disputed as to validity and amount. Without admitting or conceding any fault or liability, the Agreement Group and the members of Settlement Groups 1-A and 1-B agree that, as to each, the settlement embodied in this Stipulation was arrived at through an arms-length process of negotiation, in good faith, that it is entered into as a mutual accommodation and in order to avoid further expensive and possibly protracted litigation, and that it is entered in order to resolve all claims asserted in the Contribution Action between the members of the Agreement Group and the members of Settlement Groups 1-A and 1-B.

6. The defendants listed on Appendix 1-A (Settlement Group 1-A) and the defendants listed on Appendix 1-B (Settlement Group 1-B) hereby assign to the Agreement Group and its members, collectively and individually, jointly and severally, all statutory and common law contribution claims and causes of action which they have or may have against any other person or entity, other than persons against whom the members of Settlement Group 1-A and the members of Settlement Group 1-B possess claims premised upon privity of contract, which contribution claims arise from or relate to the Site or matters addressed in the Amended Complaint.

7. This Stipulation of Dismissal with Prejudice and Order of Settlement shall be entered without costs or attorneys' fees against the Agreement Group or the members of Settlement Groups 1-A and 1-B.

8. This Stipulation of Dismissal with Prejudice and Order of Settlement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties.

9. This stipulation of Dismissal with Prejudice and Order of Settlement shall not constitute and shall not be interpreted, construed or used as evidence of any admission of liability, law or fact, or as a waiver of any right or defense, or as an estoppel against any Party by any other Party or by any person not a Party; however, this Stipulation may be interpreted, construed or used to enforce the terms herein.



Nicholas H. Politan, U.S.D.J.

8/5/99

LEVIN & HLUCHAN, P.C.  
BY: GLENN A. HARRIS (GH0919)  
JULIE L. SPOSITI (JS6927)  
1101 Laurel Oak Road  
Suite 100  
Voorhees, NJ 08043  
(856) 627-8555  
Attorneys for Plaintiff, Global Landfill Agreement Group

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY  
NEWARK VICINAGE

GLOBAL LANDFILL AGREEMENT	:	
GROUP,	:	
	:	
Plaintiff,	:	
	:	
v.	:	CIVIL ACTION
	:	NO. 2:96cv05338 (NHP)
	:	
280 DEVELOPMENT CORPORATION,	:	
et al.,	:	
	:	
Defendants.	:	

---

APPENDIX 1-A TO AUGUST 1999 ORDER OF SETTLEMENT  
AND DISMISSAL WITH PREJUDICE

**SETTLEMENT GROUP 1-A**

280 Development Corporation  
Perk Chemical Company  
Stone Container Corporation  
S&W Waste, Inc.  
Seco Corporation

LEVIN & HLUCHAN, P.C.

BY: GLENN A. HARRIS (GH0919)

JULIE L. SPOSITI (JS6927)

1101 Laurel Oak Road

Suite 100

Voorhees, NJ 08043

(856) 627-8555

Attorneys for Plaintiff, Global Landfill Agreement Group

JUL 28 1999

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY  
NEWARK VICINAGE

GLOBAL LANDFILL AGREEMENT  
GROUP,

Plaintiff,

v.

280 DEVELOPMENT CORPORATION,  
et al.,

Defendants.

CIVIL ACTION

NO. 2:96cv05338 (NHP)

APPENDIX 1-B TO AUGUST 1999 ORDER OF SETTLEMENT  
AND DISMISSAL WITH PREJUDICE  
(REVISED)

SETTLEMENT GROUP 1-B

Alexian Bros. Hospital  
Allied-Signal, Inc.  
Alpha Wire Corporation  
Apache Products Company  
Archer-Daniels-Midland Company  
Armin Polyfilm  
Atlas Srew & Specialty Co., Inc.  
Colonial Pipeline Company  
CPC International, Inc. (Bestfoods)  
E&B Marine, Inc.  
Economy Color Card Co., Inc.  
Engelhard Corp.

Englert Metal, Inc.  
George A. Milton Can Company  
Hyatt and Clark Rollerbearing (General Motors)  
Linde-Griffith Construction Co.  
Magruder Color Company, Inc.  
Maher Container  
Mayfair Supermarkets  
Metal Litho  
Millipore Corporation (Worthington Biochemical)  
National Starch and Chemical  
Paul's Trucking  
Perth Amboy Dry Dock  
Rahway Hospital  
Ritter Foods  
Sherwin-Williams  
Simmons  
St. Elizabeth Hospital  
Thomas & Betts Corporation  
Borough of Atlantic Highlands  
Town of Eastchester  
Township of Harrison  
Borough of Hazlet  
Township of Holmdel  
Borough of Jamesburg  
Borough of Keansburg  
Township of Marlboro  
Township of Monroe  
Township of New Rochelle  
Township of Piscataway  
Township of Port Chester  
Village of Scarsdale  
City of White Plains  
Dietrich Bros., Inc.  
Haulaway, Inc.  
Marangi Sanitation  
Suburban Carting Corp.  
Trottown Transfer, Inc.